



DONALD L. WOLFE, Director

COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

900 SOUTH FREMONT AVENUE
ALHAMBRA, CALIFORNIA 91803-1331
Telephone: (626) 458-5100
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ADDRESS ALL CORRESPONDENCE TO:
P.O. BOX 1460
ALHAMBRA, CALIFORNIA 91802-1460

May 25, 2006

IN REPLY PLEASE

REFER TO FILE: **AS-0**
001560
001561
001562
Amendment 1

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

ZERO-TOLERANCE GRAFFITI ABATEMENT SERVICES SUPERVISORIAL DISTRICTS 1 AND 2 3 VOTES

IT IS RECOMMENDED THAT YOUR BOARD:

1. Find that the additional work is exempt from the provisions of the California Environmental Quality Act (CEQA).
2. Find that these service contracts, as amended, will remain cost-effective pursuant to Los Angeles County Code Chapter 2.201.
3. Approve amending Contract Nos. 001560, 001561, and 001562 with Urban Graffiti Enterprises, Inc., located in Azusa, California, for Zero-Tolerance Graffiti Abatement Services in Zones 1C, 1G, and 2A to expand the service areas. These amendments will become effective on July 1, 2006.
4. Authorize Public Works to encumber an additional annual amount of \$32,400 for Contract No. 001560 to increase the annual not-to-exceed amount from \$93,000 to \$125,400; \$12,000 for Contract No. 001561 to increase the annual not-to-exceed amount from \$36,000 to \$48,000; \$45,600 for Contract No. 001562 to increase the annual not-to-exceed amount from \$120,000 to \$165,600.
5. Instruct the Mayor to execute these amendments.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

On June 7, 2005, Synopsis 46, your Board awarded Contract Nos. 001560, 001561, and 001562 for Zero-Tolerance Graffiti Abatement Services in Zones 1C, 1G, and 2A to Urban Graffiti Enterprises, Inc. The contracts awarded under the authority of Proposition A began on July 1, 2005. The purpose of this recommended action is to expand these contracts' service areas. The expanded service areas will take effect on July 1, 2006.

Implementation of Strategic Plan Goals

The recommended action is consistent with the County Strategic Plan Goals of Organizational Effectiveness and Fiscal Responsibility. These amendments will continue to utilize the contractor's expertise to effectively provide graffiti abatement services in a timely, responsive, and cost-effective manner.

FISCAL IMPACT/FINANCING

The additional services will increase the contracts' annual maximum sums for Contract No. 001560 to \$125,400 (an increase of \$32,400), Contract No. 001561 to \$48,000 (an increase of \$12,000), and Contract No. 001562 to \$165,600 (an increase of \$45,600) for each of the remaining option years. Funds for these services are included in the Public Works' 2006-07 Road Fund, Special Road District 1 Fund, and Special Road District 2 Fund.

Supervisory District/Zone	Source of Funding	Amount
1C	Road Fund	\$ 62,700
	Special Road District 1 Fund	\$ 62,700
1G	Road Fund	\$ 48,000
2A	Road Fund	\$ 82,800
	Special Road District 2 Fund	\$ 82,800

Public Works has reviewed the amended contract costs in accordance with a methodology approved by the Auditor-Controller and has determined that these contracts remain cost-effective at the increased amount.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

These amendments have been executed by the contractor and approved as to form by County Counsel. Subject to the stated amendments, all other terms, specifications, and conditions of the existing contracts shall remain in full force and effect.

Utilizing a methodology approved by the Auditor-Controller's guidelines for determining the cost-effectiveness of Proposition A contracts, Public Works has determined that the additional services in the specified zones can be more economically performed by independent contractors than by County employees. Our policy requires our employees to work in teams of two when performing graffiti abatement work as the work may be viewed as hostile activity and our employees may be viewed as intruders. Therefore, the projected savings is primarily created by our requirement for a staffing level based on our concerns for the safety of our employees.

ENVIRONMENTAL DOCUMENTATION

This additional service is categorically exempt from the CEQA as specified in Class 1 of the Environmental Document Reporting Procedures and Guidelines adopted by your Board on November 17, 1987, Synopsis 57.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of the amendments will continue the current contract services.

The Honorable Board of Supervisors
May 25, 2006
Page 4

CONCLUSION

Enclosed are three copies of each amendment. Upon approval, please return the Contractor Execute and Department Conform copies to this office. The original Board Execute copies should be retained for your files.

One adopted copy of this letter is requested.

Respectfully submitted,

DONALD L. WOLFE
Director of Public Works

SS

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Enc. 9

cc: Chief Administrative Office
County Counsel

AMENDMENT 1 TO CONTRACT NO. 001560ZERO-TOLERANCE GRAFFITI ABATEMENT SERVICES – ZONE 1C

THIS AMENDMENT, made and entered into as of this ____ day of _____, 2006, by and between the COUNTY OF LOS ANGELES, a subdivision of the State of California, a body corporate and politic (hereinafter referred to as COUNTY), and URBAN GRAFFITI ENTERPRISES, INC., a California corporation (hereinafter referred to as CONTRACTOR).

WITNESSETH

WHEREAS, Contract No. 001560 was entered into between the COUNTY and the CONTRACTOR on July 1, 2005, for Zero-Tolerance Graffiti Abatement services in Zone 1C; and

WHEREAS, in accordance with the Contract's Exhibit B, Service Contract General Requirements, Section 3.U, Changes and Amendments of Terms, the COUNTY desires to add Florence Avenue between Compton Avenue and Alameda Street (both sides of the street) to the CONTRACTOR'S graffiti removal service area; and

WHEREAS, the COUNTY desires to have a greater response time for graffiti removal services within the service area outlined above and reflected in Exhibit F; and

WHEREAS, the CONTRACTOR desires to provide the additional services.

NOW, THEREFORE, in consideration of these facts and payment to be made by the COUNTY, the COUNTY and the CONTRACTOR agree that Contract No. 001560 between them shall be amended as follows:

FIRST: This Contract is hereby amended and modified to include graffiti removal services in the area reflected in Exhibit F. The modification of this Contract will become effective July 1, 2006.

SECOND: The cost for these additional services will be \$2,700 per month, increasing this Contract's not-to-exceed amount to \$125,400 (an increase of \$32,400) for each remaining option year, or such greater sums that the Board approves.

THIRD: Exhibit A, Scope of Work, Section H, Graffiti Removal Services – General, Item No. 6 is changed to read: "Maintain a zero-tolerance in the area shown in Exhibit E, Zero-Tolerance Graffiti Zone Map by removing all graffiti within 48 hours, Monday through Friday. Maintain a zero-tolerance in the area shown in Exhibit F by removing all graffiti within 24 hours, Monday through Friday." Exhibit A, Scope of Work, Section H, Graffiti Removal Services – General, Item No. 10 is changed to read: "Remove graffiti from private property within 48 hours when requested through Public Works Hotline Operator, Supervisorial District staff, or other sources, Monday through Friday, in the area shown in Exhibit E. Remove graffiti from private property with 24 hours when requested through Public Works Hotline Operator, Supervisorial District staff, or other sources, Monday

through Friday, in the area shown in Exhibit F."

FOURTH: All other terms, requirements, specifications, conditions, and prices of the original Contract shall remain in full force and effect.

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IN WITNESS WHEREOF, the COUNTY has, by order of its Board of Supervisors, caused these presents to be subscribed by the Mayor of said Board and the seal of said Board to be affixed and attested by the Clerk thereof, and the CONTRACTOR has subscribed its name by and through its duly authorized officers, as of the day, month, and year first written above.

COUNTY OF LOS ANGELES

ATTEST:

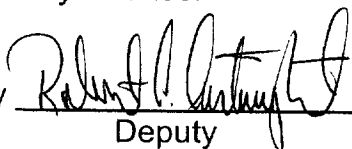
By _____
Mayor, Los Angeles County

SACHI A. HAMAI
Executive Officer of the
Board of Supervisors of
the County of Los Angeles

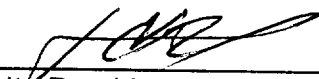
By _____
Deputy

APPROVED AS TO FORM:

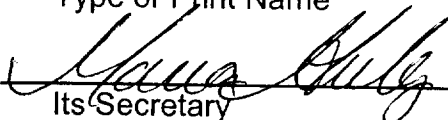
RAYMOND G. FORTNER, JR.
County Counsel

By  _____
Deputy

URBAN GRAFFITI ENTERPRISES, INC.

By  _____
Its President

Juan Reinoso
Type or Print Name

By  _____
Its Secretary

Maria Gutierrez
Type or Print Name

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Los Angeles

SS.

On May 17, 2006

Date

before me, Aaron Parker, Notary Public

Name and Title of Officer (e.g., "Jane Doe, Notary Public")

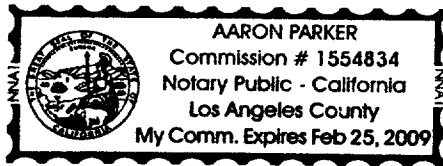
personally appeared

Juan Reinoso and Maria Gutierrez

Name(s) of Signer(s)

☐ personally known to me

☒ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) ~~is~~ are subscribed to the within instrument and acknowledged to me that ~~he/she~~ they executed the same in ~~his/her~~ their authorized capacity(ies), and that by ~~his/her~~ their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



Place Notary Seal Above

WITNESS my hand and official seal.

Aaron Parker

Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Amendment 1 to Contract No. 001560

Document Date: _____

Number of Pages: 3

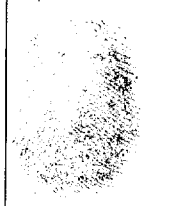
Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: Juan Reinoso

- ☐ Individual
☒ Corporate Officer — Title(s): President
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here



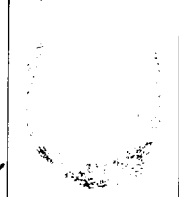
Signer Is Representing:

Urban Graffiti Enterprises, Inc.

Signer's Name: Maria Gutierrez

- ☐ Individual
☒ Corporate Officer — Title(s): Secretary
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here



Signer Is Representing:

Urban Graffiti Enterprises, Inc.

AMENDMENT 1 TO CONTRACT NO. 001561

ZERO-TOLERANCE GRAFFITI ABATEMENT SERVICES – ZONE 1G

THIS AMENDMENT, made and entered into as of this ____ day of _____, 2006, by and between the COUNTY OF LOS ANGELES, a subdivision of the State of California, a body corporate and politic (hereinafter referred to as COUNTY), and URBAN GRAFFITI ENTERPRISES, INC., a California corporation (hereinafter referred to as CONTRACTOR).

WITNESSETH

WHEREAS, Contract No. 001561 was entered into between the COUNTY and the CONTRACTOR on July 1, 2005, for Zero-Tolerance Graffiti Abatement services in Zone 1G; and

WHEREAS, in accordance with the Contract's Exhibit B, Service Contract General Requirements, Section 3.U, Changes and Amendments of Terms, the COUNTY desires to add Florence Avenue between Alameda Street and Seville Avenue, unincorporated County side of the street; Pacific Boulevard between Florence Avenue and Santa Ana Street, both sides of the street; and Seville Avenue between Florence Avenue and Santa Ana Street, both sides of the street, to the CONTRACTOR'S graffiti removal service area; and

WHEREAS, the CONTRACTOR desires to provide the additional services.

NOW, THEREFORE, in consideration of these facts and payment to be made by the COUNTY, the COUNTY and the CONTRACTOR agree that Contract No. 001561 between them shall be amended as follows:

FIRST: This Contract is hereby amended and modified to include graffiti removal services in the area reflected in Exhibit F. The modification of this Contract will become effective July 1, 2006.

SECOND: The cost for these additional services will be \$1,000 per month, increasing this Contract's not-to-exceed amount to \$48,000 (an increase of \$12,000) for each remaining option year, or such greater sums that the Board approves.

THIRD: Exhibit A, Scope of Work, Section H, Graffiti Removal Services – General, Item No. 6 is changed to read: "Maintain a zero-tolerance in the area shown in Exhibit E, Zero-Tolerance Graffiti Zone Map by removing all graffiti within 48 hours, Monday through Friday. Maintain a zero-tolerance in the area shown in Exhibit F by removing all graffiti within 24 hours, Monday through Friday." Exhibit A, Scope of Work, Section H, Graffiti Removal Services – General, Item No. 10 is changed to read: "Remove graffiti from private property within 48 hours when requested through Public Works Hotline Operator, Supervisorial District staff, or other sources, Monday through Friday, in the area shown in Exhibit E. Remove graffiti from private property with 24 hours when requested through Public Works Hotline Operator, Supervisorial District staff, or other sources, Monday through Friday, in the area shown in Exhibit F."

IN WITNESS WHEREOF, the COUNTY has, by order of its Board of Supervisors, caused these presents to be subscribed by the Mayor of said Board and the seal of said Board to be affixed and attested by the Clerk thereof, and the CONTRACTOR has subscribed its name by and through its duly authorized officers, as of the day, month, and year first written above.

COUNTY OF LOS ANGELES

ATTEST:


By _____
Mayor, Los Angeles County

SACHI A. HAMAI
Executive Officer of the
Board of Supervisors of
the County of Los Angeles

By _____
Deputy


APPROVED AS TO FORM:

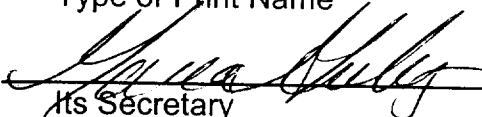
RAYMOND G. FORTNER, JR.
County Counsel

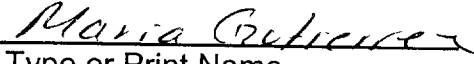
By  _____
Deputy

URBAN GRAFFITI ENTERPRISES, INC.

By  _____
Its President


Type or Print Name

By  _____
Its Secretary


Type or Print Name

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

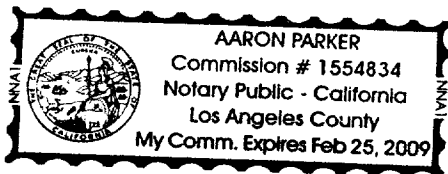
State of California

County of Los Angeles } ss.

On May 17, 2006, before me, Aaron Parker, Notary Public,
personally appeared Juan Reinoso and Maria Gutierrez
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public") Name(s) of Signer(s)

☐ personally known to me

☒ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



Place Notary Seal Above

WITNESS my hand and official seal.

Aaron Parker

Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Amendment 1 to contract No. 001561

Document Date: _____ Number of Pages: 3

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: Juan Reinoso

☐ Individual

☒ Corporate Officer — Title(s): President

☐ Partner — ☐ Limited ☐ General

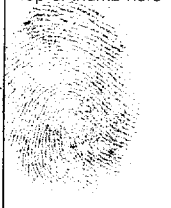
☐ Attorney in Fact

☐ Trustee

☐ Guardian or Conservator

☐ Other: _____

RIGHT THUMBPRINT
OF SIGNER
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Signer Is Representing: Urban Graffiti Enterprises, inc

Signer's Name: Maria Gutierrez

☐ Individual

☒ Corporate Officer — Title(s): Secretary

☐ Partner — ☐ Limited ☐ General

☐ Attorney in Fact

☐ Trustee

☐ Guardian or Conservator

☐ Other: _____

RIGHT THUMBPRINT
OF SIGNER
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Signer Is Representing: Urban Graffiti Enterprises, inc.

AMENDMENT 1 TO CONTRACT NO. 001562

ZERO-TOLERANCE GRAFFITI ABATEMENT SERVICES – ZONE 2A

THIS AMENDMENT, made and entered into as of this ____ day of _____, 2006, by and between the COUNTY OF LOS ANGELES, a subdivision of the State of California, a body corporate and politic (hereinafter referred to as COUNTY), and URBAN GRAFFITI ENTERPRISES, INC., a California corporation (hereinafter referred to as CONTRACTOR).

WITNESSETH

WHEREAS, Contract No. 001562 was entered into between the COUNTY and the CONTRACTOR on July 1, 2005, for Zero-Tolerance Graffiti Abatement services in Zone 2A; and

WHEREAS, in accordance with the Contract's Exhibit B, Service Contract General Requirements, Section 3.U, Changes and Amendments of Terms, the COUNTY desires to add graffiti removal services on Slauson Avenue between Central Avenue and Compton Avenue, both sides of the street; on Gage Avenue between Central Avenue and Compton Avenue, unincorporated County side of the street; on Florence Avenue between Central Avenue and Compton Avenue, both sides of the street; on Nadeau Street between Central Avenue and Compton Avenue, both sides of the street; on Firestone Boulevard between Central Avenue and Park Lane (Metro Blue Line), both sides of the street; on Central Avenue between Gage Avenue and Florence Avenue, both sides of the street; on Hooper Avenue between Gage Avenue and Florence Avenue, both sides of the street; and on Compton Avenue between Florence Avenue and Nadeau Street, both sides of the street, to the CONTRACTOR'S graffiti removal service area; and

WHEREAS, the COUNTY desires to have a greater response time for graffiti removal services within the service area outlined above and reflected in Exhibit F; and

WHEREAS, the CONTRACTOR desires to provide the additional services.

NOW, THEREFORE, in consideration of these facts and payment to be made by the COUNTY, the COUNTY and the CONTRACTOR agree that Contract No. 001562 between them shall be amended as follows:

FIRST: This Contract is hereby amended and modified to include graffiti removal services in the area reflected in Exhibit F. The modification of this Contract will become effective July 1, 2006.

SECOND: The cost for these additional services will be \$3,800 per month, increasing this Contract's not-to-exceed amount to \$165,600 (an increase of \$45,600) for each remaining option year, or such greater sums that the Board approves.

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FOURTH: All other terms, requirements, specifications, conditions, and prices of the original Contract shall remain in full force and effect.

Page 2 of 3

IN WITNESS WHEREOF, the COUNTY has, by order of its Board of Supervisors, caused these presents to be subscribed by the Mayor of said Board and the seal of said Board to be affixed and attested by the Clerk thereof, and the CONTRACTOR has subscribed its name by and through its duly authorized officers, as of the day, month, and year first written above.

COUNTY OF LOS ANGELES

ATTEST:

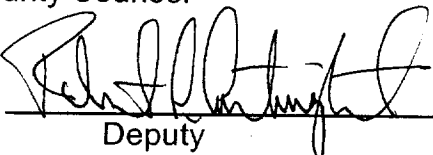
By _____
Mayor, Los Angeles County

SACHI A. HAMAI
Executive Officer of the
Board of Supervisors of
the County of Los Angeles

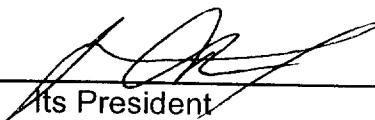
By _____
Deputy

APPROVED AS TO FORM:

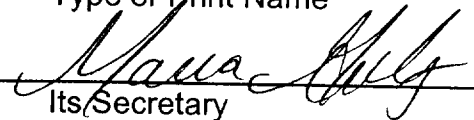
RAYMOND G. FORTNER, JR.
County Counsel

By 
Deputy

URBAN GRAFFITI ENTERPRISES, INC.

By 
Its President

Juan Beinoso
Type or Print Name

By 
Its Secretary

Maria Gutierrez
Type or Print Name

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

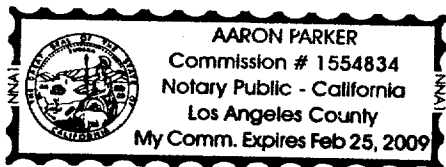
State of California

County of Los Angeles } ss.

On May 17, 2006, before me, Aaron Parker, Notary Public,
personally appeared Juan Reinoso and Maria Gutierrez,
Name and Title of Officer (e.g., "Jane Doe, Notary Public")
Name(s) of Signer(s)

☐ personally known to me

☒ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) ~~is~~ are subscribed to the within instrument and acknowledged to me that ~~he/she~~ they executed the same in ~~his/her~~ their authorized capacity(ies), and that by ~~his/her~~ their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



Place Notary Seal Above

WITNESS my hand and official seal.

Aaron Parker

Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Amendment 1 to Contract No. 001562

Document Date: _____ Number of Pages: 3

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: Juan Reinoso

☐ Individual

☒ Corporate Officer — Title(s): President

☐ Partner — ☐ Limited ☐ General

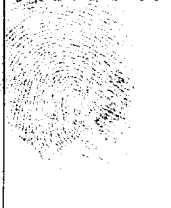
☐ Attorney in Fact

☐ Trustee

☐ Guardian or Conservator

☐ Other: _____

RIGHT THUMBPRINT
OF SIGNER
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Signer Is Representing:

Urban Graffiti Enterprises, Inc.

Signer's Name: Maria Gutierrez

☐ Individual

☒ Corporate Officer — Title(s): secretary

☐ Partner — ☐ Limited ☐ General

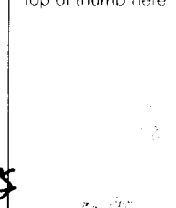
☐ Attorney in Fact

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☐ Other: _____

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Signer Is Representing:

Urban Graffiti Enterprises, Inc.